

INVITATION TO BID (ITB)


 <p align="center">LAKE COUNTY, FLORIDA OFFICE OF PROCUREMENT SERVICES</p>	<p>ITB NO 08-0211 ISSUE DATE: 9/27/07 CONTRACTING OFFICER: Donna Thielhart, CPPB PHONE NO: 352.343.9525 FAX NO 352.343.9473 EMAIL dthielhart@lakecountyfl.gov</p>
<p align="center">SUBMIT BID PROPOSAL / OFFER PRIOR TO: CLOSING DATE: OCTOBER 31, 2007 CLOSING TIME: 3:00 P.M. (local time)</p>	<p align="center">SUBMIT TO: See Section 3.0</p>
<p>DESCRIPTION: CONSTRUCTION OF A SIGNAL & STRIPING GARAGE FOR PUBLIC WORKS TRAFFIC OPERATIONS, ASTATULA, FLORIDA.</p> <p>A PRE-BID AND SITE VISIT WILL BE HELD ON OCTOBER 12, 2007 AT 10:30 A.M., THE PROCUREMENT SERVICES CONFERENCE ROOM, ROOM 416, 315 WEST MAIN STREET, TAVARES, FLORIDA.</p> <p><u>COPIES OF THE DRAWINGS AND SPECIFICATIONS MAY BE PICKED UP AT THE COPY SHOP, LOCATION: : 15010 U S Highway 441, Eustis, Florida 32726, TELEPHONE NUMBER 352.742.2679</u></p> <p align="center">NON-BID REPLY</p> <p>If you do <u>not</u> want to respond to this ITB at this time, or, would like to be removed from the Lake County's Bidders List, please mark the appropriate space, fill in the company name and address, and return this sheet only.</p> <p>_____ Not interested at this time; keep our firm on Lake County's Bidders List for future bids of this good / service</p> <p>_____ Please remove our firm from Lake County's Bidders List for this good / service.</p>	
<p>The below named bidder makes the attached offer and hereby agrees to furnish the goods and/or services pursuant to all requirements, specifications, terms and conditions contained in this solicitation document, and further agrees that the language of this document shall govern in the event of a conflict with his or her bid. By my signature I certify that this offer / bid is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting a response for the services, and is in all respects fair and without collusion or fraud.</p>	
COMPANY NAME:	DATE:
MAILING ADDRESS:	PHONE: FAX:
CITY:	STATE:
SSN OR FEDERAL TAX NO:	ZIP: TITLE OF AUTHORIZED REPRESENTATIVE:
E-MAIL:	WEB URL:
AUTHORIZED SIGNATURE:	PRINTED NAME:

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PURPOSE: The Lake County Board of County Commissioners is soliciting competitive sealed bids to construct a Signal & Striping Garage for Public Works Traffic Operations 28227 CR 561 Tavares, Florida 32778.

SECTION 1.0 – SPECIFICATIONS AND TECHNICAL REQUIREMENTS

1.1 PROCURMENT RULES:

- A. **IMPORTANT NOTICE TO POTENTIAL BIDDERS:** Receipt of these bid documents does not indicate that the Procurement Services Department has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the bid opening and will be based on evaluation of the bid submission compared to the specific requirements and qualifications contained in these documents.
- B. The County has established for purposes of this Invitation to Bid (ITB) that the words “shall”, “must”, or “will” are equivalent in this ITB and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the County. A deviation is material if, in the County’s sole discretion, the deficient response is not in substantial accord with this ITB’s mandatory requirements.
- C. The words “should” or “may” are equivalent in this ITB and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a bid proposal, but may result in being considered as not in the best interest of the County.
- D. To be considered for an award, the Bidder must agree to abide by each mandatory requirement included in this ITB.

1.2 Definitions:

- A. The term “Invitation to Bid” (ITB) means this invitation to make an offer to the Lake County Board of County Commissioners.
- B. The term “bidder” means the entity making an offer to the Lake County Board of County Commissioners in response to this invitation.
- C. The term “bid proposal” means the offer submitted by the bidder.
- D. The term “contractor” means a bidder that is awarded a contract as a result of this invitation.
- E. The term “County” and “Owner” means Lake County, Florida, Board of County Commissioners.
- F. The terms “you” and “your” means the same as the term “bidder” above.

G. Notice of Intent to Award may be made to the lowest priced responsive and responsible bidder.

1.3 Drawings & Specifications:

Refer to John S. Dickerson's Architect, Inc., Drawings and Specifications, dated 3/27/07,
Revisions dated 9/12/07

T1	Title Sheet, Project Information
C1	Cover Sheet
C2	Fema Flood Map & General Notes
C3	Topographic Survey
C4	Aerial Site Plan
L1	Landscaping Plan
L2	Irrigation Plan
L3	Landscaping/Irrigation Details & Specifications
A1	Foundation Plan, Details, and Structural Notes
A2	Floor Plan and Roof Framing Plan
A3	Elevations, Building Section, and Wall Section
A4	Wall Panel Details
A5	Door Details
E1	Electrical Power, Lighting & Details

1.4 Completion Date:

The Bidder shall submit the time for completion with their bid. Not to exceed One Hundred and Twenty (120) days completion time..

Permit, Impact Fees, Liquidated Damages: Section 218.80 of the Florida Statutes requires the County to disclose required permits and fees. The fees estimated for this project are noted below in this section and shall be included in the Total Bid. The fees shall be paid to the Bidder when incurred through the monthly pay application process. Please refer to the Schedule of Values attached to this ITB for applicable allowances.

Permit Fees \$503.20. Liquidated Damages shall be calculated at the rate of \$250.00 per calendar day for failure to meet the required date of Substantial Completion.

Geo Technical	\$1,000
Fire Alarm/Security System	\$2,000
Irrigation Master Allowance	\$4,000
Testing	\$2,000
(All Divisions)	

Impact Fees	\$1,852
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The contractor shall abide by all terms contained in the attached Construction contract.

(Attachment B)

2.0 INSTRUCTION TO BIDDERS

- 2.1 **Bid Documents** include the Invitation to Bid (ITB) Instructions to Bidders, the Bid Form, Schedule of Values (Attachment A) and the proposed Contract Documents, including the Drawings, Specifications and all Addenda issued prior to receipt of bids.

Addenda are written or graphic instruments issued prior to the bid opening which modify or interpret the Contract Documents, including Drawings, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the construction contract is executed.

2.2 **ADDITIONAL COPIES:**

Bidders, Subbidders and Product Subbidders may obtain additional copies of the drawings and specifications, with the cost to be paid by the person requesting the documents.

2.3. **QUALIFICATION OF BIDDERS:**

Contractor, Subcontractor, Sub-subcontractor, etc., shall be properly licensed under the federal, state, and municipal laws governing the bidder's respective trade in the area in which the project site is located.

Before awarding a contract, the County is requiring the apparent low bidder to qualify as being a responsible bidder by furnishing all of the following data within ten (10) calendar days of the notification of the Notice of Award :

- A. A Schedule of Values.
- B. A financial statement showing assets and liabilities of the bidder, current to within ten (10) days of bid opening, or other financial information satisfactory to the County. (Attachment A)
- C. The name and home office address of the Surety proposed, who must be licensed in Florida, and the name and address of the responsible local claim agent.
- D. A list of the four (4) most recent projects of a similar scope and nature constructed under the bidder's present name; list the contract date, the original date set for completion and the actual date of acceptance of each; give the present name & address of the Owner and Architect for each.
- E. The number of employees on the regular payroll of the bidder's organization, giving the name and an outline of qualifications and resume' of the proposed job superintendent, and each member of the organization who will supervise

various parts of the work; give the name of members of the organization who hold appropriate trade licenses and will be responsible for proper installation and the numbers of these licenses.

A list of names of the subcontractors or other persons or organizations (including those who are listed on the Bid Form and those who are to furnish products fabricated to a special design) proposed for such portions of the work as may be designated in the Bid documents or, if no portions are so designated, the names of the subcontractors proposed for the principal portions of the work including those who are listed on the Bid Form. The bidder will be required to establish to the satisfaction of the County the reliability and responsibility of the proposed subcontractors to perform the work described in the Sections of the Specifications pertaining to such proposed subcontractor's respective trade. Prior to the award of the Contract, the County will notify the bidder in writing if, after due investigation, the County has reasonable and substantial objections to any person or organization on such list. If the County has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the bidder may, at its option, withdraw its bid without prejudice. Subcontractors and other persons or organizations proposed by the bidder and accepted by the County shall be used on the work for which they were proposed and accepted and shall not be changed except with the written, prior notification by the County.

2.4. **PREPARATION OF BID:**

The bid sum shall be for materials, labor and the products by manufacturers named within the specification or addenda. Request for substitutions of manufacturers, products, or equipment shall be submitted in writing to Procurement Services ten (10) calendar days prior to bid opening by a bidder.

Should a conflict be discovered within the plans and specifications, the bidder shall immediately notify the Architect of the discrepancy.

Bidders shall include taxes. Savings which accrue to the County as a result of the County directly ordering materials and/or equipment will be adjusted through a Change Order.

Prime Contract Bid: Each bid shall be prepared on the blank Bid form provided herein. The bidder shall indicate the correct name, address, telephone number, and license numbers in the spaces furnished in the Bid Proposal Form. In case of conflict between words and figures, the words, shall govern.

Each bidder shall indicate again the correct name on the last page of the Bid Proposal Form above the signature. Bids by individuals shall be signed by the person bidding. Bids by a construction company with a sole owner shall be signed in the name of the company by the owner of the company. Bids by partnership shall show the full name of all partners and shall be signed in the name of the partnership by one of the partners.

Bids by corporations shall indicate the legal name of the corporation, followed by the name of the State of Incorporation and must be signed in by the agent qualified to sign for the company. The signature of a person authorized as agent to bind any of the above will be acceptable provided the bid is accompanied by a proper Power-of-Attorney. Bids by corporations shall have the corporate seal affixed adjacent to the signature. The officer signing the Bid Proposal Form shall be authorized by the corporation's charter to sign for and bind the corporation.

All signatures shall be in blue ink and the name of the persons signing shall also be typed or printed below the signature followed by a title showing the relationship to the Bidding organization such as: Owner in the case of a sole Owner; A "Partner" in the case of a partnership; "President" "Vice President", "Secretary", or "Treasurer", in the case of a corporation; or "Agent", in the case of someone acting as agent or Attorney-in-Fact. A bid by a person who affixes to his signature the word "President", "Secretary", or "Agent", etc., without disclosing the name of his organization will be construed as an individual Bid.

2.5. **BID GUARANTEE:**

Each Bid shall be accompanied by a Bid Bond in the penal sum of five percent (5%) of the gross base bid executed by a corporate surety licensed to execute such bonds under the laws of the State of Florida. An original signed Bid Bond and its current Power-of-Attorney shall be attached to the Bid Proposal Form. This will be retained by the County if the bidder fails to execute the Contract or fails to give satisfactory surety within fifteen (15) consecutive calendar days from the date of the Notice of Award. Bids not accompanied by a Bid Bond will be rejected.

2.6 **AWARDING OF CONTRACT:**

The Contract will be awarded to the lowest responsive and responsible bidder. After the Architect submits their recommendation, the County shall award the bid in accordance with State law and the Lake County Procurement policy.

Should the successful bidder default by not signing the Contract or furnishing the surety as specified, then the next lowest bidder in order of bid price shall be considered the lowest bidder. Should this bidder also default, then the next low bidder shall be considered, etc. In each case, the bidder who defaults shall forfeit its bid guarantee.

2.7. **SIGNING OF CONTRACT:**

The successful bidder shall sign a Contract with the County based on:

The Lake County Agreement, attached hereto (Attachment B)

Signature requirements shall be the same as those for signing the Bid Proposal Form.

2.8 **BIDDERS LIAISON/REPRESENTATIVE**

If you intend to respond to this ITB, identify a liaison person that the County can send any communications regarding this ITB. Please promptly provide the name, mailing address,

telephone number, fax number and e-mail address to the individual listed in Section 3.5 below.

2.9 **FIRM FIXED PRICE:**

Each price offered in your bid proposal shall be a firm-fixed price. Any bid proposal containing a modifying or “escalator” clause will not be considered. The bid price shall include all materials, labor, supervision, management allowances and overhead to be performed at the specified point within Lake County, Florida.

SECTION 3.0 ADMINISTRATIVE REQUIREMENTS AND INSTRUCTIONS

3.1 **INVITATION TO BID CLOSING DATE:**

The original bid proposal and three (3) complete copies of the bid proposal shall be sealed and delivered to the Lake County Office of Procurement Services no later than _____ 2007 at 3:00 P.M. Any bid proposal received after this time will not be considered and will be returned unopened to the submitter.

3.2 **DELIVERY OF BIDS:**

- A. ALL incoming mail and packages will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility PRIOR to delivery to any Lake County Government facility, which includes the Lake County Procurement Services Office.
- B. A bid proposal will not be considered for award if received in the Procurement Services Office after the official closing date and time regardless of when or how it was received by the Lake County Clerk of the Circuit Court Mail Receiving Center.
- C. Each package shall be clearly marked: ITB 07-0230 Construction of a Signal & Striping Garage for Public Works Traffic Operations, Astatula, Florida
- D. If you plan on submitting your bid proposal package **IN PERSON**, please bring it to:
LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 416
TAVARES, FLORIDA
- E. If you submit your bid proposal package by the **UNITED STATES POSTAL SERVICE**, please send it to:
LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

- F. If you submit your bid proposal package by a **THIRD PARTY CARRIER** such as Fed-X, UPS, or a private courier, please send it to:
LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
416 W. MAIN STREET
TAVARES, FL 32778
- G Allow sufficient time for transportation and inspection.
- H Facsimile (fax) or electronic submissions will not be accepted.

3.3 **PRE BID CONFERENCE:**

A pre-bid conference will be held in the Procurement Services Conference Room, 315 West Main Street, Tavares, Florida, 4th floor, and a site visit thereafter on October 12, at 10:30 A.M., 2007. Any questions regarding this Invitation to Bid may be addressed in person then. Participation of qualified bidders is highly valued by the County and at this time you shall have an opportunity to offer your ideas. Appropriate suggestions shall be given positive scrutiny and acted upon. However, the ultimate decision to amend this Invitation to Bid shall be at the sole discretion of the County.

Due to the nature of the project, it is required the bidder visit and examine the property.

3.4 **PUBLIC BID OPENING:**

- A. At the date and time specified in Section 3.1 above, all bid proposals that have been timely accepted by the County will be opened, recorded, and accepted for consideration. The names of the bidders submitting bid proposals will be read aloud and recorded.
- B. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public bid openings or meetings should contact Procurement Services at 352.343.9839 at least five (5) calendar days prior to the date of opening.

3.5 **QUESTIONS CONCERNING BID:**

- A. Questions concerning any portion of this ITB shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this ITB. Questions should be submitted before the pre-bid meeting and at least ten (10) calendar days before the bid opening date.
- B. Mark subject line on cover page or envelope "Questions on ITB 07-0230 Construction of a Signal & Striping Garage for Public Works Traffic Operations, Astatula, Florida

Submit questions to:

Donna Thielhart, CPBB, Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 416
PO BOX 7800
Tavares, FL 32778-7800
Phone: 352.343.9839, Fax: 352.343.9473,
E-mail: dthielhart@lakecountyfl.gov

- C. No answers given in response to questions submitted shall be binding upon this ITB unless released in writing as an addendum to the ITB by the Lake County Office of Procurement Services.

3.6. **BIDDER RESPONSIBILITY/CLARIFICATION AND ADDENDA:**

- A. While the County has used considerable efforts to ensure an accurate representation of information in this ITB, the bidder is urged to conduct its own investigations into the material facts and the County shall not be held liable or accountable for any error or omission in any part of this ITB. Before submitting a bid proposal, the bidder shall make all investigations and examinations necessary to ascertain site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the bidder will rely. If an award is made because of the bid proposal submission, failure to have made such investigations and examinations will in no way relieve the contractor's obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim for additional compensation or relief.
- B. It is incumbent upon the bidder to carefully examine these ITB specifications, terms, and conditions. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing to the person listed above (fax 352.343.9473 and e-mail are acceptable) in accordance with procedures set forth in the section above. The County will not be responsible for any oral representation given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.
- C. By submitting a bid proposal the bidder is representing that (1) the ITB specifications and requirements have been read and understood; (2) The bid proposal is made in accordance therewith; and (3) The bidder is familiar with the local conditions under which the proposed services must be performed.

D. **ADDENDUM:**

Neither the County nor the Architect shall be responsible for any oral communication with prospective bidders nor for any written confirmation of any oral communication submitted by any bidder, sub-bidder, supplier, etc., to the County or Architect.

If the County revises (amends) this ITB, the Lake County Office of Procurement Services notice will be posted on the Lake County Internet site: http://www.lakegovernment.com/open_bids_projects.htm. You must acknowledge each addendum in your bid proposal. Failure to acknowledge each addendum may prevent your bid proposal from being considered for award. It is solely your responsibility to ensure that you have received all addendums to this ITB before submitting your bid proposal.

If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of these proposed Contract Documents, the bidder may submit to the County a written request for an interpretation. The request must be received by the County ten (10) calendar days or more, prior to the date established for the Bid Opening. It is the responsibility of each bidder to verify that all addenda have been received before the bid is submitted.

3.7 **RESTRICTED DISCUSSIONS:**

- A. From the date of issuance of this ITB until final County action, the potential Bidder shall not discuss the ITB or any part thereof with any employee, agent, or representative of the County except as expressly authorized by the County point of contact for this ITB. Violation of this restriction will result in REJECTION of your bid proposal.
- B. A bidder shall not initiate or execute any negotiation, decision, or action as a result of any verbal discussions with any County employee or agent. Only those communications that are in writing from the authorized County representative identified in Section 3.5 of this ITB shall be considered pertinent to this ITB. Only written and appropriately signed communications from prospective Bidders will be considered by the County.

3.8 **CONFLICT OF INTEREST:**

Each bidder shall complete and have notarized the attached disclosure form (Form 1 B) indicating of any potential conflict of interest that the bidder may have due to ownership, other clients, contracts, or interest associated with this project.

3.9 **PUBLIC ENTITY CRIMES:**

- A. Pursuant to Section 287.132 and 287.133 Florida Statutes, the County, as a public entity, may not accept any bid proposal from, award any contract to, or transact any business in excess of the threshold amount set forth in Section 287.017, Florida Statutes, with any person or affiliate on the convicted vendor list for the time periods specified unless such

person has been removed from the list pursuant to law.

- B. By submitting a bid proposal in response to this ITB, bidders are certifying that Sections 287.132 and 287.133, Florida Statutes, do not restrict your rights to submit a bid proposal to the County.

3.10 **BID PACKAGE:**

- A. See Section 5.0: Submittal Requirements for specific requirements.
- B. The bid forms shall be signed by an official authorized to legally bind the bidder to its provisions.
- C. Terms and conditions differing from those in this ITB shall be cause for disqualification of the bid.

3.11 **BID VALIDITY PERIOD:**

Each bid proposal shall be valid for not less than ninety (90) calendar days after the ITB closing date. By submittal of a bid to this ITB you agree to this Bid Validity Period.

3.12 **WITHDRAWAL OF BID:**

Bid proposals may be withdrawn at any time prior to the official closing date and time. You shall be required to produce photo identification that satisfies the County prior to withdrawal or modification of your bid proposal. Negligence upon your part in preparing your bid proposal confers no right of withdrawal after the time fixed for the submission of bid proposals.

3.13 **BID REJECTION:**

- A. The County reserves the right to accept or reject any or all bid proposals received as a result of this ITB. The County reserves the right to waive any informalities, defects, or irregularities in any bid proposal, or to accept that bid proposal, which in the judgment of the proper officials, is in the best interest of the County and the citizens of Lake County.
- B. The County has the sole discretion and reserves the right to cancel this ITB, and to reject any and all bid proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests to do so.
- C. The County reserves the right to reject an obviously unbalanced bid or to make "NO AWARD" The determination of an unbalanced bid shall be at the sole discretion of the County. Options contained in this paragraph shall also be at the County's sole discretion.

- D. In the event of default by the awarded contractor, the County reserves the right to award the contract to the next lowest responsive and responsible bidder without any further competition.

3.14 **MINOR IRREGULARITIES:**

The County reserves the right to waive minor irregularities in submitted bid proposals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the bidder an advantage or benefit not enjoyed by other bidders.

3.15 **INCURRED EXPENSES:**

This ITB does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any bidder in preparing and submitting a bid proposal or offer, or any cost or expense incurred by any bidder prior to the execution of a purchase order or contract agreement. By submitting a bid proposal, the bidder agrees that all costs associated with the preparation of the bid proposal will be solely the bidder's responsibility.

3.16 **PERFORMANCE:**

The County has no obligation to accept late performance of any service. The County contact person shall be promptly notified of any potential late performance issues. The County reserves the right to cancel all or any part of an order if the service is not performed in accordance with the contract.

3.17 **DISPUTES/EXCEPTIONS**

Any prospective bidder who disputes the reasonableness or appropriateness of any item within this ITB document, any addendum to this ITB document, notice of award or notice of rejection shall set forth the specific reason and facts concerning the dispute, in writing, within ten (10) calendar days of the receipt of the bid proposal document or notification. The written dispute shall be sent via certified mail or delivered in person to the Lake County Procurement Services Director, who shall review the written dispute and render a decision which shall be considered final.

4.0 **INDEMNIFICATION, INSURANCE AND BOND REQUIREMENTS**

All indemnification and insurance requirements shall be considered a part of the contract documents.

4.1 **INDEMNIFICATION**

The contractor shall protect, defend, indemnify and hold the County, its officers, commissioners, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, cost, charges, professional fees or other expenses or liabilities of every kind and character arising out of or in any way connected with any act or omission of the contractor, its successors and assigns, its subcontractors or anyone claiming under it or through them or resulting from any breach, violation or non-performance or any covenant conditions or agreement herein contained.

4.2 INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida, insurance policies containing the following selected types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of services under this Contract For Construction by the Contractor or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable:

- (i) Workers' Compensation, Disability Benefit, or similar employee benefit act coverage, and employer's liability coverage, as required by the State of Florida.
- (ii) Commercial General Liability with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Contractual Liability covering the Contract, Broad Form Property Damage, Products-Completed Operations and X, C, U coverage; Fire Damage in the amount of \$50,000; and Medical Expense in the amount of \$5,000.
- (iii) Commercial Comprehensive Automobile Liability which includes contractual liability coverage and coverage for all owned, hired and non-owned vehicles with limits of not less than Five Hundred Thousand Dollars (\$500,000) combined single limit.
- (iv) Builders Risk Insurance with all-risk perils for 100% of the cost of the construction, site work and any accepted alternates.
- (v) The Contractor, prior to notice to proceed or commencement of the work, whichever occurs first, shall maintain Builder's Risk insurance providing coverage to protect the interests of the Owner, Contractor, and subcontractors, property in transit, and property on or off-premises, which shall become part of the building or project. Property purchased by the Owner through the Sales Tax Recovery Program shall be insured under this provision by the Contractor upon delivery of the property to the job site. Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to 100% of the projected completed value of the Project as well as subsequent modifications of that sum. Any flat deductible(s) shall not exceed \$25,000, any windstorm percentage deductible (when applicable) shall not exceed ten percent (10%); and any flood sub limit shall

not be less than 25% of the projected completed value of the Project. The General Contractor shall endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event building is occupied in whole or in part, or put to its intended use, or partially accepted by the Owner. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the Owner's interest in the building ceases, or the building is accepted or insured by the Owner.

- (vi) Subcontractors Insurance shall be the responsibility of the Contractor. The Contractor shall ensure that subcontractors are properly insured to meet the above requirements before permitting them to commence work on the Project.
- (vii) The Contractor shall provide the County with a Certificate of Insurance herein maintained and in full force and effect. A minimum thirty (30) working days endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the County is notified that a required insurance coverage will cancel or expire during the period of the Contract, the Contractor agrees to furnish the County, prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the County, the Contractor agrees not to continue work pursuant to the Contract, unless all required insurance remains in effect.

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the County has been endorsed on the Commercial General Liability with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage.
2. Clearly indicate the County is endorsed as an Additional Insured, or Loss Payee, on the Builder's Risk, and when applicable, Additional Insured on the Commercial Umbrella/Excess Liability as required herein.
3. Clearly indicate the project name and project number.
4. Clearly identify each policy's limits, flat & percentage deductibles, sub limits, or self-insured retentions.
5. Clearly indicate a minimum thirty (30) working days endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
6. Clearly indicate Certificate Holder(s) as follows:

Original to:

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners
Employee Services Department
P.O. Box 7800
Tavares, FL 32778-7800

Copy to: Procurement Department (Same address)

- (vii) All deductibles or self-insured retention shall appear on the Certificate and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such deductible or self-insured retention; or the Contractors shall be required to procure a bond guaranteeing payment of losses and related claims expenses. The County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing the insurance.
- (viii) Failure to obtain and maintain such insurance as set out above shall be considered a breach of contract and may result in termination of the contract for default.
- (iv) The insurance coverage enumerated above constitutes the minimum requirements and said enumeration shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. The Contractor may procure and maintain at his own expense any additional insurance that in his judgment may be necessary for his proper protection in the performance of the work.
- (x) The County shall have the right, but not the obligation, of prohibiting the Contractor from entering the Project site until a new Certificate of Insurance is provided to the County evidencing the replacement coverage. The Contractor agrees the County reserves the right to withhold payment to the Contractor until evidence of reinstated or replacement coverage is provided to the County. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the County shall have the right, but not the obligation, to purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the County.

4.3 **PERFORMANCE AND PAYMENT (LABOR AND MATERIALS BONDS)** shall be provided by the Contractor in the amount of 100% of the bid amount. Upon award of the bid, all original Performance and Payment bonds will be submitted to Donna Thielhart, Lake County Procurement Services for recording of said bonds on forms approved by the County as attached to this ITB. The bonds will be acceptable to the County only if the following conditions are met:

1. The Surety is licensed to do business in the State of Florida;
2. The Surety holds a Certificate of Authority authorizing it to write surety bonds in this State;
3. The Surety has twice the minimum surplus and capital requirements required by the Florida Insurance Code at the time the invitation to bid is issued;
4. The Surety is otherwise in compliance with the Florida Insurance Code;
5. The Surety has a current rating of A or A- as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., if the bid exceeds \$500,000. and

6. The Surety holds a currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. ss9304.

The cost to record Performance and Payment Bonds is: Ten Dollars (\$10.00) for the first page and Eight Dollars and Fifty Cents (\$8.50) for each additional page. A check shall be submitted by the contractor made payable to James C. Watkins, Clerk of the Court.

SECTION 5.0 – SUBMITTAL REQUIREMENTS

5.1 **Economy of Presentation:**

- A. Each bid shall be prepared simply and economically, providing a straightforward, concise description of the bidder's capabilities to satisfy the conditions and requirements of this ITB. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each bid must be on completeness and clarity of content.
- B. To expedite the evaluation of a bid it is mandatory that each bidder follow the format and instructions contained herein.
- C. The County is not liable or responsible for any costs incurred by any bidder in responding to this ITB including, without limitation, costs for presentations and/or demonstrations if requested.

5.2 **Bid Guidelines:**

To facilitate analysis of its bid, the bidder shall prepare its bid proposal in accordance with the instructions outlined in this section. If the bidder's bid deviates from these instructions, such a bid may, in the County's sole discretion, be rejected. The County emphasis is on accuracy, completeness, and clarity of content.

- A. **Completing the Bid:** Submitting a bid is a binding offer to the County. The bidder is agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. Any changes made to the content or format of any form, the County may disqualify the offer. All information shall be legible and either written in ink or typewritten/printed. If a correction or change is made to any document, the person signing the bid proposal must initial the change. The Bid Proposal Form(s) shall be manually signed in BLUE INK by an official authorized to legally bind the bidder to its provisions.
- B. **Bid Package:** Type/print the Invitation to Bid Number, Bid Title, and the closing date and time on the front of the bid envelope / package. Ensure that your bid is securely sealed in an opaque envelope / package to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be

submitted with the bid or in a separate sealed envelope / package marked "Literature for Bid #08-0211 Construction of a Signal & Striping Garage for Public Works Traffic Operations, Astatula, Florida.

C. Complete the Bid Form(s).

- i. This is a Lump Sum bid.
- ii. Initial and date in **BLUE INK** the appropriate space(s) for each addendum you received for this ITB.
- iii. Complete the information required and sign the form where indicated.

Telegraphic, verbal, electronic or facsimile (fax) bid will not be considered for award.



This is a Lump Sum bid.

The undersigned, having carefully examined the Bidding Requirements, Agreement, Conditions of the Agreement, Drawings and all subsequent Addenda, visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and service to complete INVITATION TO BID No. 08-0211 for the CONSTRUCTION OF A SIGNAL & STRIPING GARAGE FOR PUBLIC WORKS TRAFFIC OPERATIONS, ASTATULA, FLORIDA

Completion date _____ days, not to exceed one hundred and twenty days (120)

ALLOWANCES:

Building Permits	\$ 503.20
Geo Technical	\$ 1,000
Fire Alarm/Security System	\$ 2,000
Irrigation Master Allowance	\$ 4,000
Testing	\$ 2,000
(All Divisions)	
Impact Fees	\$ 1,852

INCLUSIVE OF ALLOWANCES AS SHOWN IN ATTACHMENT A.

(Words) _____

(Figures) \$ _____

The base bid shall be considered for the final bid award.

The bidder hereby certifies that he has visited and fully investigated the site, reviewed and familiarizing himself with all Addenda, reviewed and familiarized himself with all Construction Documents including Drawings, Specifications and the Contract for Construction, and this bid is based upon the requirements of all noted items and conditions observed.

Addenda have been received as follows:

No. _____ Date _____

No. _____ Date _____

No. _____ Date _____

No. _____ Date _____

(Name of Bidder)

By: _____
(Signature)

Title: _____

Address:_____

City, State and Zip Code_____

Phone Number_____

E-Mail: _____

Contractor's License Number _____

BID FORM

References

6.2

#1	Agency	
	Address	
	City,State,ZIP	
	Contact Person	
	Telephone	
	Date(s) of Service	
	Type of Service	
	Comments:	
#2	Agency	
	Address	
	City,State,ZIP	
	Contact Person	
	Telephone	
	Date(s) of Service	
	Type of Service	
	Comments:	
#3	Agency	
	Address	
	City,State,ZIP	
	Contact Person	
	Telephone	
	Date(s) of Service	
	Type of Service	
	Comments:	

Form 1 B - Conflict of Interest Disclosure Form 6.3

I HEREBY CERTIFY that

1. I _____ (printed _____ name)
_____ am the
(title) _____ and the duly authorized representative of the
firm of (Firm Name) _____ whose
address _____ is

_____, and that I
possess the legal authority to make this affidavit on behalf of myself and the firm for which I
am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of
interest, real or apparent, due to ownership, other clients, contracts, or interests associated
with this project; and,
3. This bid proposal is made without prior understanding, agreement, or connection with any
corporation, firm, or person submitting a bid proposal for the same services, and is in all
respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

Sworn to and subscribed before me this _____ day of _____ 2007

Personally Known _____

OR Produced Identification _____, Type of Identification _____

My Commission Expires _____

(Printed, typed or stamped commissioned name of notary)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID PROPOSAL

By submitting an offer in response to this solicitation, you specifically agree to defend and indemnify the County and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request therefore.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Date: _____

Project Number: ITB-_____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID PROPOSAL

BID
6.4

BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

, as Principal, and _____

as Surety, are hereby held and firmly bound unto Lake County, a political subdivision of the State of Florida, and the Board of County Commissioners, as Owner in the penal sum of, (5 percent of the Contract Bid) _____ for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2007.

The condition of the above obligation is such that whereas the Principal has submitted to Lake County Board of County Commissioners, a certain Bid, attached hereto and hereby made a part hereof to enter a contract in writing, for the

Bid 08-0211 Construction of a Signal & Striping Garage for Public Works Traffic Operations,
Astatula, Florida

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void; otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as the corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

Surety (Print Full Name):

By: _____(L.S.)

By: _____(L.S.)

Title: _____

Title: _____

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida and have a Florida Licensed Resident Agent.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT We,
_____(hereinafter called the "Principal"), whose
principal business address is _____, and whose telephone number is
_____;
_____(hereinafter called the "Surety"), whose principal address
is _____, and whose telephone number is _____, a surety
insurer chartered and existing under the laws of the State of _____ and authorized to do
business in the State of Florida, are held and firmly bound unto Lake County Board of County
Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is
315 West Main Street, Tavares, Florida 32778, and whose principal telephone number is (352)
343.9839, in the sum of
_____(\$ _____) for payment of which we bond ourselves, our heirs, our personal
representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal has entered into a contract with Obligee for BID No.08-0211 Construction of a Signal & Striping Garage for Public Works Traffic Operations, Astatula, Florida with drawings and specifications, which contract is incorporated by reference and made a part hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and
4. Promptly make all payments to all persons defined in s. 713.01 whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract;

then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of

the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood the time provisions and statute of limitation under Section 255.05 Florida Statutes, shall not apply to this bond.

In no event shall the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee. By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction contract and hereby satisfies those conditions.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument this _____ day of _____, 20____, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

Witness as to Principal

By:
(Authorized Signature)

Witness as to Principal

(Printed Name)

(Title)

(Business Address)

STATE OF

COUNTY OF

The forgoing instrument was acknowledged before me this _____ of _____, a Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver's License as identification and who did (did not) take an oath.

NOTARY:

Print Name: _____

;
COMMISSION NUMBER:

My commission expires:

BOND NO. _____
SURETY:

Witness as to Surety

By: _____
(Authorized Signature)

Witness as to Surety

(Printed Name)

(Title)

(Business Address)

OR

Witness as Attorney In Fact

As Attorney In Fact (Attach Power of Attorney)

Witness as Attorney In Fact

(Printed Name)

(Business Address)

(Telephone Number)

STATE OF

COUNTY OF

The forgoing instrument was acknowledged before me this
by

____ of _____, a _____ Corporation, on behalf of the
Corporation. He/She is personally known to me or has produced Florida Driver's License as
identification and who did (did not) take an oath.

NOTARY:

Print Name:

COMMISSION NUMBER:

My commission expires:

PAYMENT

BY THIS BOND, We, _____ (hereinafter called the "Principal"), whose principal business address is _____, and whose telephone number is _____; and _____ (hereinafter called the "Surety"), whose principal address is _____, and whose telephone number is _____, a surety insurer chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida, are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is 315 West Main Street, Tavares, Florida 32778, and whose principal telephone number is (352) 343.9839, in the sum of _____ (\$ _____) for payment of which we bond ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and Owner have reached a mutual agreement (hereinafter referred to as the "Contract") for BID No. 08-0211 Construction of a Pole Barn said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Shall promptly make payments to all claimants as defined in section 255.05(1), Florida Statutes, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and
2. Shall pay the Owner for all losses, damages, expenses, costs and attorneys' fees, including those resulting from appellate proceedings, that the Owner sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal;

then this bond is void; otherwise this Bond remains in full force and effect.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Owner or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

BOND NO. _____

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. The Provisions of this bond are subject to the limitations of Section 255.05(2).

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction contract and hereby satisfies those conditions.

THIS BOND DATED THE _____ DAY OF _____ 20__ (the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney).

Signed, sealed and delivered in the presence of:

PRINCIPAL:

Witness as to Principal

By: _____
(Authorized Signature)

Witness as to Principal

(Printed Name)

(Title)

(Business Address)

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this
by _____ of _____,
a _____ Corporation, on behalf of the Corporation. He/She is
personally known to me or has produced Florida Driver's License as identification and who did (did
not) take oath.

NOTARY:

Print Name: _____

COMMISSION NUMBER: _____

My commission expires:

BOND NO. _____
SURETY: _____

Witness as to Surety

By:
(Authorized Signature)

Witness as to Surety

(Printed Name)

(Title)

(Business Address)

OR

Witness as Attorney In Fact

As Attorney In Fact (Attach Power of Attorney)

Witness as Attorney In Fact

(Printed Name)

(Business Address)

(Telephone Number)